

When Recorded, Mail To:
Ivory Development, LLC
978 Woodoak Lane
Salt Lake City, UT 84117

ENT 35569:2015 PG 1 of 14
Jeffery Smith
Utah County Recorder
2015 Apr 28 11:51 AM FEE 47.00 BY SW
RECORDED FOR Cottonwood Title Insurance Ag
ELECTRONICALLY RECORDED

Parcel Nos. 19-042-0008, 19-043,0039, 19-043-0021, 19-043-0020,
19-043-0005, 19-043-0002, 19-044-0026, 19-044-0024, 19-044-0022 & 19-043-0002

(Space above for Recorder's Use Only)

BOUNDARY LINE AGREEMENT

THIS BOUNDARY LINE AGREEMENT is made and entered into this 15 day of April, 2015, by and between Bunnell Farms Inc., ("Bunnell"), Ivory Development LLC ("Ivory"), Lake Shore, LLC, a Utah limited liability company ("Lake Shore"), Stargat Land, L.P., a Utah limited partnership ("Stargat") and Earl R. Prete and Marilyn Prete ("Prete"). Bunnell, Ivory, Lake Shore, Stargat and Prete are sometimes referred to herein collectively as the "**Parties**," and individually as a "**Party**."

RECITALS:

A. Bunnell is currently the owner in fee title of that certain property located in Utah County, State of Utah (the "**Bunnell Property**"). The Bunnell Property is more particularly described on Exhibit A, attached hereto and incorporated herein.

B. Ivory is the owner in fee title of those certain properties located adjacent to, and in part, directly East of the Bunnell Property (the "**Ivory Properties**"). The Ivory Properties are more particularly described on Exhibit B, attached hereto and incorporated herein.

C. Lake Shore is the owner in fee title of those certain properties located adjacent to, and in part, directly East of the Bunnell Property (the "**Lake Shore Properties**"). The Lake Shore Properties are more particularly described on Exhibit C, attached hereto and incorporated herein.

D. Stargat is the owner in fee title of those certain properties located adjacent to, and in part, directly East of the Bunnell Property (the "**Stargat Property**"). The Stargat Property is more particularly described on Exhibit D, attached hereto and incorporated herein.

E. Prete is the owner in fee title of those certain properties located adjacent to, and in part, directly East of the Bunnell Property (the "**Prete Property**"). The Prete Property is more particularly described on Exhibit E, attached hereto and incorporated herein.

F. The Parties desire to adjust the boundary between their respective properties to resolve a boundary dispute by entering into this Agreement pursuant to Section 57-1-45, U.C.A. (2011).

TERMS AND CONDITIONS

NOW THEREFORE, for the considerations of mutual agreement, \$10.00, and other good and valuable considerations of both parties, the receipt and sufficiency of which are hereby conclusively acknowledged, and for the purpose of permanently establishing the common legal and physical boundary line between the parcels described herein, it is hereby agreed as follows:

1. **Boundary Line.** Bunnell, Ivory, Lake Shore, Stargat and Prete agree that the boundary line between their respective properties shall be the following described line:

See Exhibit F, attached hereto and incorporated herein.

The Agreed Boundary Line shall stand and be known as the common record description and boundary line between the East boundary of the Bunnell Property and West boundary of Ivory Properties, Lake Shore Properties, Stargat Property and the Prete Property, and the properties shall be modified to include the common boundary line.

2. **Quitclaim.** Pursuant to Section 57-1-45, U.C.A. (2011) this Agreement acts “as a quitclaim deed and convey[s] all of each party's right, title, interest, and estate in property outside the agreed boundary line that had been the subject of the boundary dispute that led to the boundary line agreement.”

3. **Duration; Rights Run with the Land; Binding Effect.** This Agreement and the Agreed Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall: (i) inure to the benefit of and be binding upon the Parties, and their respective successors, successors-in-title, heirs and assigns as to their respective parcels, or any portion of their respective parcels, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting the Parties Property, or any portion of either, or any change of use, demolition, reconstruction, expansion or other circumstances.

4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles. Venue for any legal proceedings shall be in Utah County, Utah.

5. **Representation/Authority of Signators.** The individuals who execute this Agreement on behalf of the Parties represent and warrant that he/she are duly authorized to execute this Agreement and the consent of any lenders, mortgagees, holders of deeds of trust, or lien holders is not required or necessary, that all trust approvals have been obtained, that no other signature, act or authorization is necessary to bind the Parties to the provisions of this Agreement.

6. **Recording.** This Agreement shall be recorded with the Recorder's office of Utah County.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

8. **Knowledge, Review and Interpretation.** The Parties, and each of them, acknowledge, declare, and agree, that: (i) they have consulted legal counsel about this Agreement, or have had the opportunity to do so and have voluntarily chosen not to do so; (ii) they have had adequate time and opportunity to review the terms of this Agreement and have carefully read it; (iii) they are sophisticated parties that have negotiated this Agreement at arm's length, and accordingly, expressly waive any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it; and (iv) they intend to be legally bound to the provisions of this Agreement, which shall be interpreted in a reasonable manner to effect the purposes of this Agreement and intent of the Parties as outlined herein.

[signatures and acknowledgments on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Ivory:

Ivory Development LLC

By: Darin Haskell
Name (Print): Darin S. Haskell
Its: Secretary

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake

On the 11th day of April, 2015 personally appeared before me Darin Haskell, who being by me duly sworn did say that (s)he is the Secretary of Ivory Development LLC, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said agreement executed the same.



Erika Pratt
Notary Public

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Lake Shore:

Lake Shore, LLC

By:

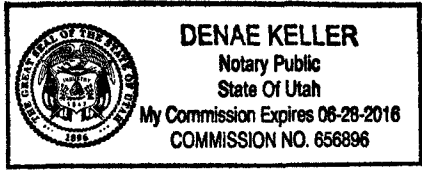
Name (Print): LEE P ESPLIN

Its: MANAGER

STATE OF UTAH)

COUNTY OF Washington :SS

On the 21st day of April, 2015 personally appeared before me Lee P Esplin, who being by me duly sworn did say that (s)he is the Manager of Lake Shore, LLC., and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said agreement executed the same.



Denaë Keller
Notary Public

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

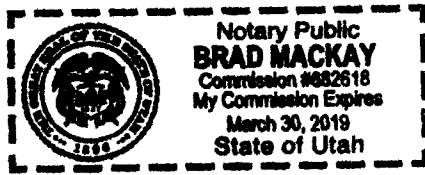
Stargat:

Stargat Land, L.P.

By: Dean W Benson
Name (Print): DEAN W BENSON
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF Utah)

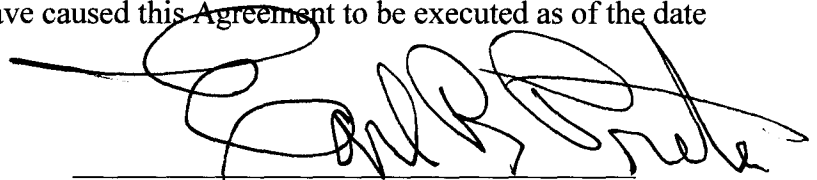
On the 24th day of April, 2015 personally appeared before me Dean W. Benson, who being by me duly sworn did say that (s)he is the Manager of Stargat Land, L.P., and that the within and foregoing instrument was duly authorized by the limited partnership at a lawful meeting held by authority of its partnership agreement; and duly acknowledged to me that said agreement executed the same.



Brad Mackay
Notary Public

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

Prete:



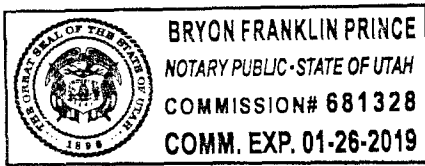
Earl R. Prete



Marilyn Prete

STATE OF UTAH)
):SS
COUNTY OF UTAH)

On the 15th day of April, 2015 personally appeared before me Earl R. Prete and Marilyn Prete, the signers of the above instrument, who duly acknowledged to me that they executed the same.





Notary Public

Exhibit A

(Legal Description of Bunnell Property)

Commencing South 1501.03 feet and East 1352.44 feet from the North quarter corner of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian and running thence South 1470.16 feet; thence East 30.59 feet; thence South 01°07'04" East 380.82 feet; thence West 38.02 feet; thence South 63.09 feet; thence West 957.00 feet; thence North 36°30'00" West 603.24 feet; thence North 28°00'00" West 924.00 feet; thence North 57°00'00" West 422.4 feet; thence North 15°30'00" West 397.98 feet; thence East 2210.22 feet to the beginning.

Exhibit B

(Legal Description of Ivory Properties)

Commencing South 00°36'48" East along the section line 1514.12 feet from a brass cap monument marking the Northeast corner of said Section 33; thence South 00°36'48" East along said section line 362.55 feet; thence North 87°56'03" West 1318.73 feet; thence North 00°38'03" West 378.35 feet; thence South 87°14'39" East 1299.78 feet; thence South 87°36'03" East 19.93 feet to the beginning. (Parcel No. 19-043-0039)

ALSO:

Beginning at a point which is East 73.26 feet and South 602.98 feet from the East quarter corner of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 25°29'35" West 145.17 feet; thence North 0°50'28" West 74.10 feet; thence South 89°09'32" West 1320.00 feet; thence North 1°07'28" West 380.82 feet; thence North 89°09'32" East 1026.41 feet; thence South 0°36'37" East 324.81 feet; thence North 89°09'32" East 361.18 feet to the point of beginning. (Parcel No. 19-044-0024)

Exhibit C

(Legal Description of Lake Shore Properties)

Commencing 3558.08 feet North of the Southeast corner of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian and running thence North 87°06' West 1330.34 feet; thence South 00°17' West 200.00 feet; thence South 87°06' East 1331.32 feet; thence North 200 feet to the point of beginning. (Parcel No. 19-043-0021)

ALSO:

Commencing at a point on the East line of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Utah County, Utah, said point being on a fence line and lying North 105.63 feet and East 0.74 feet from the East quarter corner of said Section 33; thence South 89°19' West 1324.85 feet; thence South 00°54' East 383.63 feet along a fence line to the South boundary of Parcel 1 as described in that certain Warranty Deed recorded in Book 625 at Page 176, records of Utah County, Utah; thence North 89°19.6' East along the South boundary of said Parcel 1, 1321.55 feet to the East line of said Section 33; thence North 00°24.5' West along the East line of said Section 33, 383.85 feet to the point of commencement. (Parcel No. 19-044-0026)

LESS: Lot 1, PLAT "A", PROVO PARKWAY SUBDIVISION, Provo City, Utah County, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Exhibit D

(Legal Description of Stargat Property)

Commencing at a point on the East line of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Utah County, Utah, said point being on a fence line and lying North 380.29 feet and East 2.70 feet from the East quarter corner of said Section 33, thence South 89°19' West 1327.21 feet; thence North 00°54' West 241.37 feet; thence South 87°06' East 1331.48 feet to the East line of said Section 33; thence South 00°24'30" East 158.17 feet to the point of beginning.

Exhibit E

(Legal Description of Prete Property)

Commencing at a point on the East line of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Utah County, Utah, said point being on a fence line and lying North 105.63 feet and East .74 feet from the East quarter corner of said Section 33, thence South 89°19' West 1324.85 feet; thence North 00°54' West 274.67 feet; thence North 89°19' East 1327.21 feet to a point on the East line of said Section 33; thence along said East line South 00°24'30" East 274.67 feet to the point of beginning.

Exhibit F

(Legal Description of New Boundary Line)

Beginning at a point on an existing Boundary Line Agreement described in Deed Book 3735 at Page 539 of the official records of Utah County located South 00°50'40'' East along the section line 846.16 feet and West 1322.34 feet from the East quarter corner of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing: North 00°36'48'' West along the section line between the East quarter and the Northeast corner of said Section 33); thence North 02°37'00'' West along a fence line 12.52 feet; thence North 00°45'00'' West along a fence line 2030.35 feet to a point of terminus located South 89°54'50'' East 0.40 feet from the Southeast corner of Parcel 2 described in Deed Entry No. 32108:2013 of the official records of Utah County.